November 4, 2021

Sybil A. Martin, Co-Director, Dept. of Support Services

Narda Berrios, Senior Manager for OLA

2 Center Plaza, 9th Floor

Boston, MA 02108

Dear Mss. Martin and Berrios:

It is my sincere hope that this finds you well and that you and your families have weathered these difficult times safely.

We are writing to you today to express some concerns and seek answers regarding the present treatment of per diem interpreters.

Since the issuance of the new version of the OLA Standards & Procedures, many per diem interpreters have wondered what guarantees and security this document provides us after signing our acceptance of its provisions as a requirement for employment. As we all know, the provisions of the S & P govern the interpreters’ delivery of interpreting services to the courts of the Commonwealth and other court-related agencies. After close scrutiny of the revised S & P, at the time of and since its issuance, we find it lacking in specifics, leading to speculationand uncertainty.Indeed, there are many omissions and departures from the old S & P of 2007, that concern our compensation. This revised document allows for the implementation of changes at any moment, without notice and without recourse. There are a number of questions and issues of concern for which we would appreciate clarification. We would like to point out some of them here:

**Section 7,00: Compensation of Per Diem Interpreters**

**7.02.- “The Trial Court will determine the amount of compensation for per diem interpreters based on their research.”**

1. There is no indication as to what payment will be based on. Although we continue to be paid on a half-day and full-day basis, what protects us from sudden changes that would reduce our compensation? Since no mention is made of the payment formula, there is also no mention of what constitutes, in OLA’s view, a half-day or a full-day. And since the conclusions of your “research” are not shared, we are left in the dark as to what to expect in the future.
2. This section also says **“Compensation will be determined by comparable compensation data and budgetary considerations”.** What will our compensation be compared to, and does this mean that the rates will fluctuate depending on changing economic and other conditions?
3. This section also speaks to compensation possibly being **“up to”** the federal Court rate. What would determine that?
4. What is the percentage of payment reduction for late arrival, and what is it based on? When stating that the reduction will be at **“the *discretion* of OLA Management”**, does this mean that only certain late arrivals will be docked? If so, what will these decisions be based on?

**7.04.- “The Trial Court will provide the approved mileage rate…and may** **change in its [sic] *discretion*”**. Why is our mileage rate not consistent with the statewide rate that is prevalent in nearly all Commonwealth institutions and other government-related work?

**7.05.- “If a *per diem* interpreter assignment is cancelled…less than 24 hours prior to the scheduled starting time…and OLA is not able to reassign the *per diem*,** **then the Trial Court will compensate the interpreter at OLA** **Management’s *discretion*.”** When you say, “at OLA **Management’s *discretion”,*** does this mean that there are different circumstances of such an occurrence that would dictate different compensation amounts?

Aside from the points that are unclear or are “at the *discretion* of OLA or the Trial Court”, the new S & P omits reference to several traditional components of *per diem* interpreters’ compensation.

1. **Second Language Compensation.-** There is no mention in the S & P of extra compensation for interpreters who interpret in two or more languages during the same day assignment. Although, such interpreters presently continue to be paid an additional percentage for their services when assigned to cover more than one language, it should be clearly provided for in the S & P. The old S & P provided for an additional 25% when *assigned* to two or more languages, whether interpretation actually took place or not, which is not the case at the present time. Compensation for interpreting, or assigned to interpret, in more than one language on the same day should be guaranteed, whether interpretation actually takes place or not, and, therefore, should be provided for in the S & P.
2. **Travel Time.-** There is no mention of travel time compensation. Although, we do not expect the rate of compensation be included in the S & P, we do expect it to be guaranteed and for a formula to be specified.
3. **Lunch Time.-** No mention is made of compensation for lunchtime work or travel. We have been paid for work during lunch time at the rate of $40 per hour, with 15-minute increments. However, the S & P does not address this and, therefore, it is not guaranteed. In addition, MACI has often asserted that lunchtime travel from one court to another should be considered work time and should be paid for as such, not just included in the travel time and mileage totals. The Federal Court includes travel time in the total of hours worked. In other words, work hours begin at departure from home and end at arrival back at home (door to door). Furthermore, $50 is the correct hourly rate, not $40, based on compensation for a half-day shift.
4. **Overtime.-** There is no mention at all of overtime. The old S & P provided for overtime compensation, though in an unrealistic manner (after 8 hours). Our interpretation of overtime is “any time after our shift’s end”, which should be 4:30 pm, when all courts in the Commonwealth normally close.

**Section 11.0: Processing Bills, Interpreter Invoices, etc….**

1. Turnaround time for payment of invoices is omitted in the new S & P. State and Federal law states that 45 days after submission should be the maximum time allowed for payment of invoices. This has, in recent years, been generally adhered to, but it should be a stated provision in the S & P.
2. No provision is made for a summary of which invoices OLA/Fiscal has approved and processed for payment. Such a summary should be sent to all per diem interpreters in a timely manner. This was provided for in the old S & P, although the practice was stopped a number of years ago. A system could be something similar to what CPCS does. Their practice enables us to track our payments and helps us determine which invoices are being included in any given payment. The summary we received before OCIS stopped the practice charted, separately, for each invoice, all the different components that made up the final total payment (hours of service, travel time, mileage, deductions, alterations}. We wish to return to that practice for the sake of greater transparency.

Ms. Martin and Ms. Berrios, although we are aware that it is not within your discretion to make decisions regarding the concerns that we have expressed here, which are compensatory in nature, your senior positions in the management of OLA compel us to reach out to you for answers regarding the changes, omissions and vagueness that characterize the new S & P.

We have other concerns. However, here we focus on the issues that most affect *per diem* interpreters, compensation, which are unclear in the new S & P. Although the S & P has never specified payment rates, it has always given interpreters a format/framework for payment.

Besides the issues with the new S & P, there is the matter of no raises for *per diem* interpreters in fourteen years, as well as the paltry compensation rate for travel time, which was cut 75% in 2008 due to the Recession, but was never restored as promised. It barely pays for our gas and, certainly, not for our time on the road, or wear and tear of our vehicles. This is a matter for the Committee for the Administration of Interpreters, but which would benefit from the input of the OLA senior administrators.

More recently, we have been astounded by the change in what has always constituted the length of our full-day shift. The change from 4:30 to 5:00 as the end of a full-day shift is absurd, since the official closing time of all courts in the Commonwealth is 4:30. We have always been willing to remain in court when an ongoing case required it, but this new mandate means that if all cases are done and the court is closed, we would be considered in violation by leaving before 5:00 and subject to being docked for leaving early. What is the rationale behind it? This change was implemented without any prior notification to per diem interpreters, which further demonstrates a disregard for our right to be fully informed when accepting an assignment. It exemplifies our assertion that changes can happen spontaneously, without any recourse on our part. It is another example of the reasons for interpreters’ discontent. Some have decided to accept only half-day assignments to avoid having to remain until 5:00.

Interpreter morale is dangerously low. All of the points listed above create uncertainty and antipathy. This, coupled with the fact that it is now fourteen years since *per diem* interpreters last received a raise in compensation, as well as the current financial difficulties that everybody is going through, make the need for clarity compelling. It is important to dispel the uncertainty and insecurity that now exist among interpreters. This has caused the reluctance of some *per diem* interpreters to accept OLA assignments, and their pursuit of other sources of income that are more secure, which has brought about further shortages in availability of *per diem* interpreters.

We ask that you respond to our questions and concerns in the interest of clarity and to avoid friction and misunderstandings.

Sincerely,

The Board of Directors et al

MACI

cc.- Honorable Paula Carey, Chief Justice of the Trial Court

cc.- John Bello. Chief Court Administrator